## PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
Dave DeWaard	07/19/2010

### **RECEIVING PARTY DATA**

Name:	Daritech, Inc.
Street Address:	8540 Benson
City:	Lynden
State/Country:	WASHINGTON
Postal Code:	98264

## PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6637375

# CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER: P313359

NAME OF SUBMITTER: Michael R. Schacht

Total Attachments: 1

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OP \$40.00 663/3/5

PATENT REEL: 024723 FRAME: 0112

#### ASSIGNMENT

WHEREAS I, DAVE DEWAARD, (hereinafter referred to as "ASSIGNOR"), have made a new and useful invention relating to COW INDEXING AND POSITIONING METHOD AND APPARATUS, for which invention ASSIGNOR executed an application for Letters Patent of the United States, which application has been identified as Serial No. 09/876,643, filed in the United States Patent and Trademark Office on June 6, 2001, now U.S. Patent No. 6,637,375, issued October 28, 2003;

WHEREAS, **DARITECH**, **INC.**, hereinafter referred to as "ASSIGNEE", a corporation duly organized under the laws of the State of Washington, having its principal place of business at 8540 Benson, Lynden, WA 98264, is desirous of acquiring the entire right, title and interest in and to said invention, said application, and any and all continuation, divisional, renewal, substitute or reissue applications based thereon, and any and all Letters Patents, both foreign and domestic, to be issued thereon;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I have sold, assigned and set over, and by these presents do hereby sell, assign and set over unto said ASSIGNEE and said ASSIGNEE's legal representatives, successors and assigns, the full and exclusive right, title and interest in and to the said invention, said application for Letters Patent of the United States and any and all continuation, divisional, renewal, substitute or reissue applications based thereon that may hereafter be filed; all Letters Patents of the United States to be obtained therefore on said application or on any continuation, divisional, renewal, substitute or reissue thereof, for the full term or terms for which the same may be granted; all corresponding foreign applications which have or shall hereafter be filed; and, all foreign patents to be obtained on said invention for the full term or terms for which the same may be granted; said invention, application and Letters Patent, both foreign and domestic, to be held and enjoyed by ASSIGNEE for the use and benefit of ASSIGNEE and of ASSIGNEE's legal representatives, successors and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR had this Assignment and Sale not been made; and, I hereby authorize and request the Commissioner of Patents and Trademarks to issue said Letters Patent to said ASSIGNEE.

ASSIGNOR also agrees that this Assignment includes ASSIGNOR's Priority Rights under the International Convention with respect to any and all corresponding foreign applications that have been or shall be filed in any country that is a signatory thereto and a member of the union there defined within the Convention period, and also includes any rights under any other treaty or convention, relating to patents, including the Patent Cooperation Treaty.

ASSIGNOR further agrees that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment and Sale.

ASSIGNOR further agrees that he will, upon request by ASSIGNEE, but at ASSIGNEE's expense, promptly provide ASSIGNEE with all pertinent facts and documents relating to said invention, said application or any continuation, division, renewal, substitute or reissue thereof, and said Letters Patent, both foreign and domestic, as may be known and accessible to ASSIGNOR; and, that ASSIGNOR will testify as to the same in any interference, opposition or litigation related thereto, and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain and enforce said application, said invention, and said Letters Patent, both foreign and domestic, which may be necessary or desirable to carry out the purposes hereof.

Executed at Lynden, Washington, this

day of July, 2010

DAVE DEWAARD

PATENT RECORDED: 07/21/2010 REEL: 024723 FRAME: 0113